

THE SCOTTISH COWORKING NETWORK - TERMS AND CONDITIONS

These are the terms and conditions of agreement between you and The Scottish Coworking Network. These terms and conditions cover your membership and, if applicable, your use of our online portal. Please read these terms and conditions carefully before applying for membership or using our portal. Your application to become a member of The Scottish Coworking Network indicates your acceptance of the terms and conditions. If you do not accept these terms and conditions, please do not apply to be a member.

MEMBERSHIP PACKAGE SPECIFIC TERMS

Fixed Desk

- Membership allowance runs for 1 month from the first payment date.
- Unlimited access within your selected hub's opening hours.
- 1 month minimum contract.
- At all times you are required to sign in / out of the coworking space both for yourself and any visitors.
- Visitors may not make use of any desks within the hub.

Hot desk – 1 month

- Membership allowance runs for 1 month from the first payment date
- You may cancel your membership by giving 28 days notice. No refunds for any remaining part of the month paid for will be given.
- At all times you are required to sign in / out of the coworking space both for yourself and any visitors.
- Visitors may not make use of any desks within the hub.

Please read the following General Terms which apply to all packages, where applicable:

Website/Portal Content

- You alone are responsible for the content you publish, display or distribute on our site, on your profile and in any communications with other Members.
- No responsibility is assumed by The Scottish Coworking Network for any content, including photos, published or transmitted by Members. The Scottish Coworking Network reserves the right to edit or delete any written and photo content.
- Members must ensure when posting that they do not breach copywrite of any material including but not limited to written, photographic or artistic work.
- The Scottish Coworking Network does not guarantee the accuracy of any information published on the site and does not endorse nor is responsible for the accuracy or reliability of any opinion, advice, or statements made by any subscriber to its services. Opinions, advice, statements, offers, or other information or content made available through the site are those of their respective authors and should not be relied upon.
- You may not publish or transmit offensive content; this includes content that contains offensive language, sexually explicit content, and any content that is considered unlawful, threatening, abusive, racist, derogatory, harmful, obscene, harassing, discriminatory, and

libellous. Further you may not publish any content that may violate or encourage violation of any applicable local, state, national or international law or regulation.

- The Scottish Coworking Network reserves the right to edit, delete or remove content deemed offensive at our sole discretion.
- By creating a profile, you grant The Scottish Coworking Network permission to publish your profile on our portal and members wall.
- The Scottish Coworking Network reserves the right to read, censor and edit profiles.
- If you upload a photo, your photo and profile content may be viewable by non-members and may be returned in search engine results.

Account and Password Details

You are solely responsible for ensuring that your account and password details are kept confidential and safe from unauthorised access.

Member Communications

You alone are responsible for the message content you transmit to other members. You will ensure that it is appropriate and is not in breach of the Terms and Conditions.

1. Definitions

- 1.1 "Agreement" means these Terms and Conditions together with the terms of the Membership or Virtual Office Service agreement.
- 1.2 "Customer" means the organisation or person named on the Membership or Service Agreement who is purchasing services from The Scottish Coworking Network.
- 1.3 "Membership" means the service package purchased by the organisation or person named on the Agreement who is entitled to all the membership benefits, such as access to co-working space, Community Building Events, and a monthly bulletin.
- 1.4 "Membership Agreement" means the electronic membership application form, submitted to and accepted by The Scottish Coworking Network.
- 1.5 "The Scottish Coworking Network" means The Scottish Coworking Network, an initiative of the Scottish Library and Information Council, a company limited by guarantee (Company Number SC17886), having its registered office Suite 5.5, Turnberry House 175 West George Street, Glasgow G2 2LB
- 1.6 "Premises" or "hub" means The Scottish Coworking Network room(s).
- 1.7 "Building" refers to each Library building where a Scottish Coworking Network hub resides.
- 1.8 "Landlord" refers to each Library Management Organisation
- 1.9 "Parties" means The Scottish Coworking Network and the Customer.
- 1.10 "Monthly Tariffs" means the prices per calendar month for the Member or Service Packages advertised on our website as currently available.

2 Terms

- 2.1 These Terms and Conditions shall apply to all contracts for the supply of services by us to you.

2.2 Commencement of services shall take place either on (as appropriate): the date on which we receive payment for services to be provided, or the future date specified on your application; and will continue indefinitely unless (a) the applicable notice is given in writing by either party; or (b) we terminate the Membership or Service Agreement in accordance with clause 5.1. Where notice is not given as set out in the specific terms below, The Scottish Coworking Network reserves the right to raise an invoice and seek payment.

2.3 This Agreement shall not be construed as a lease or as conferring any tenancy rights on the Customer.

2.4 This Agreement does not confer any rights upon the Customer against the Landlord. This Agreement is subject to all rights reserved in favour of the Landlord in our partnership agreement.

3 Fees and Payment

3.1 are required pay all membership costs before you access the hub. The fees for the provision of the services included in the service price are set out in the Membership Agreement.

3.2 Additional Services such as lockers and service add-ons will be charged with your membership costs.

3.3 Fees will be reviewed in March each year. We may increase or decrease fees at these times. We will give you at least 1 calendar month's notice of any increases in the fees payable. You must continue to pay fees at the rate current immediately prior to any proposed increase until the end of the notice period.

4 Notice

4.1 Any notice to be given by either party to the other may be served by email and shall, unless the contrary is proved, be deemed to be received on the day it was sent.

5 Termination

5.1 Ending this Agreement immediately: To the maximum extent permitted by applicable law, The Scottish Coworking Network may put an end to this Agreement immediately by giving the Customer notice and without need to follow any additional procedure if (a) the Customer becomes insolvent, bankrupt, goes into liquidation or becomes unable to pay its debts as they fall due, or (b) the Customer is in breach of one of its obligations which cannot be put right, or (c) its conduct, or that of someone from their organisation with its permission or invitation, is incompatible with ordinary office use which shall be determined at The Scottish Coworking Network's sole discretion. If The Scottish Coworking Network puts an end to this Agreement for any of these reasons it does not put an end to any outstanding obligations, including the payment of any additional services used as well as the monthly fee for the remainder of the period for which this Agreement would have lasted if The Scottish Coworking Network had not ended it.

6 Conditions of Use

6.1 You must comply with the following requirements as to the use of the Premises and any part of it, and you must not authorise or allow anyone else who is employed by you and uses the Premises, or who is otherwise authorised by you to use the Premises, to contravene them. You must: use the Premises or Building only for the permitted use specified in the membership

agreement; not obstruct any part of the Premises or Building; not do anything which might invalidate any insurance policy covering any part of the Building or which might increase the premium for the Premises or Building; not use any part of the Building for any activities which are dangerous, offensive, noxious, illegal or immoral, or which are or may become a nuisance, annoyance or inconvenience to The Scottish Coworking Network acting reasonably or to any other user of the Building or to any neighbouring property; not display any advertisements or signs on the outside of the Premises or Building or which are visible from outside the Premises or Building unless The Scottish Coworking Network and the Landlord consent; not overload the floors or walls of the Premises; participate actively in improving energy and water efficiency in the Building and any communal parts, and make use of the recycling facilities provided; not make copies of any keys, passes or codes supplied to you and report immediately to us the loss of any such keys, passes or codes; respect the business, rights and wishes of other users of the Premises and Building and generally contribute to the spirit of mutual co-operation and support in the Premises and Building; not alter or install any wiring, IT or telecommunications connections without permission from us; keep the Premises and any work area you use in a neat and tidy condition; take good care of all parts of the Premises, the work areas, equipment and furniture, and not alter any of it without our permission; not bring animals or pets into the Premises or Building, with the exception of guide and / or hearing dogs, and; comply with security procedures which we will notify to you at the commencement of your Agreement together with any changes to such procedures which we notify to members from time to time.

6.2 Where we provide facilities which give you access to the Internet (including access to the World Wide Web), you must use these facilities in a manner consistent with professional business conduct. In particular, accessing or importing any of the following material is strictly forbidden and doing so will be regarded as a disciplinary matter and may lead to your Agreement with The Scottish Coworking Network being revoked without refund: pornographic, obscene or other sexually explicit material; information which is or could reasonably be construed as indecent or offensive; illegal material or material for a criminal purpose; material intended or likely to incite racial or religious hatred; material which infringes another party's intellectual property rights; material to gain unauthorised access to or for the corruption of our systems, data, networks or computer equipment or of other individuals and organisations; or gambling or soliciting for personal gain or profit.

6.3 You must adequately insure any employees you may have and all items which you leave in the premises. You are therefore advised to insure against all potential loss, damage, expense and liability.

6.4 Should you activate the intruder alarm in the building, we reserve the right to recover from you any call-out charges thus incurred.

7 Confidentiality

7.1 Each party agrees and undertakes that during the term of this Agreement and thereafter it will not disclose or use for its own purposes any confidential information relating to the other party.

7.2 The provisions of this clause shall remain in full force and effect notwithstanding any termination of this Agreement.

8 Limitation of Liability

8.1 Except in respect of death or personal injury due to negligence for which no limit applies, the entire liability of us to you in respect of any claim whatsoever or breach of this Agreement whether or not arising out of negligence shall be limited to the fees paid by you.

8.2 To the maximum extent permitted by applicable law, The Scottish Coworking Network will not be liable for any loss sustained as a result of The Scottish Coworking Network's failure to provide a service as a result of any mechanical breakdown, strike, or termination of The Scottish Coworking Network's interest in the Building. The Customer expressly and specifically agrees to waive, and agrees not to make any claim for damages, direct, indirect, punitive, special or consequential, including, but not limited to, lost business, revenue, profits or data for any reason whatsoever arising out of or in connection with this agreement, any failure to furnish any service provided hereunder, any error or omission with respect thereto.

8.3 Nothing in these Terms and Conditions shall exclude or limit our liability for death or personal injury resulting from our negligence or that of our employees, agents or sub-contractors.

9 Assignment

9.1 You shall not be entitled to assign your rights or obligations or delegate your duties under this Agreement nor share the benefits of this Agreement with anybody else.

10 Severability

10.1 If any provision of this Agreement is held invalid, illegal or unenforceable for any reason by any Court of competent jurisdiction such provision shall be severed and the remainder of the provisions herein shall continue in full force and effect as if this Agreement had been agreed with the invalid illegal or unenforceable provision eliminated.

11 Changing to a New Membership Agreement

11.1 The parties may at any time mutually agree upon and execute a new Membership Agreement. Any alterations in the scope of services to be provided under this Agreement shall be set out in the new Membership Agreement, which shall reflect the changed services and fees and any other terms agreed between the parties and shall supersede the previous Membership Agreement.

12 Independent Contractors

12.1 The Scottish Coworking Network and the Customer are contractors independent of each other, and neither has the authority to bind the other to any third party or act in any way as the representative of the other.

13 Force Majeure

13.1 Neither party shall be liable for any delay or failure to perform any of its obligations if the delay or failure results from events or circumstances outside its reasonable control, including but not limited to acts of God, strikes, lock outs, accidents, war, fire, terrorist attack, the act or omission of government, highway authorities or any telecommunications carrier, or the delay or failure in manufacture, production, or supply by third parties of equipment or services, and the party shall be entitled to a reasonable extension of its obligations after notifying the other party of the nature and extent of such events.

14 Governing Law and Jurisdiction

14.1 This Agreement shall be governed by and construed in accordance with Scots law and the parties agree that the courts of Scotland shall have jurisdiction in relation to any matters arising out of, or in connection with, this Agreement and, for those purposes, the parties irrevocably submit to the exclusive jurisdiction of those courts.